

**Invitation for Bid (IFB)
No. 120902**

**Department of Social and Health Services
Children's Administration
Invitation for Bid
For
Offsite Specimen Collection
for
Urinalysis & Drug Testing**



Pre-Bid Conference Date – January 21, 2003 9:00 a.m. PT

Bid Due Date - February 11, 2003 2:00 p.m. PT

**Department of Social & Health Services
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This invitation includes two separate parts. This document, entitled Invitation for Bid, is Part 1. Part 1, when completed, signed, and submitted becomes your official bid document. Part 2, entitled Competitive Procurement Standards (CPS) contains the Standard Terms and Conditions, Instructions to Bidders, and Standard Definitions applicable to the bid document. You do not need to return Part 2; however, the version in effect on the opening date of the bid shall apply to contracts awarded herein and should be retained for future reference. Any terms and conditions in the IFB (Part 1) that conflict with the CPS, the IFB (Part 1) takes precedence.

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PART 2 - COMPETITIVE PROCUREMENT STANDARDS

I. INTRODUCTION

A. PURPOSE

The Washington State Department of Social and Health Services (DSHS) and the Children's Administration (CA), seeks proposals to this Invitation for Bid (IFB) from persons and organizations qualified to provide **OFFSITE SPECIMEN COLLECTION and for URINALYSIS & DRUG TESTING**.

This Invitation for Bid (IFB) is designed to solicit proposals for all programs services in all Washington State by CA field office catchment area.

B. BACKGROUND

Within the Washington State Department of Social and Health Services (DSHS) and Children's Administration (CA) offsite specimen collection and drug testing is required by these programs and facilities as part of serving our clients.

The Contractor shall collect urine specimens from clients referred by social workers in the Department. The Contractor shall screen/test the specimens for the presence of drugs and/or alcohol, retest positive results, and report the results to the authorizing Department Social Worker.

The goal of this procurement is to establish a single contract for the as needed purchase of **OFFSITE SPECIMEN COLLECTION and for URINALYSIS & DRUG TESTING** for all of DSHS programs and divisions.

As needed, CA Social Workers authorize clients to utilize the UA service. Clients donate urine specimens to the authorized collection site. The collection site submits the specimen to the lab specified by the contractor. Customized authorization forms are used by the CA Social Worker to authorize the service and the payment. A copy of the authorization accompanies the specimen to the test lab. All specimen containers, authorization forms (in triplicate), and other required supplies have been provided by the Contractor at no additional charge.

Purchasers: The primary purchasers(s) will be but not limited to the DSHS/Children's Administration (CA). CA Social Workers working directly with clients will authorize services and payment as need for their clients.

DSHS expects that the terms of the contract resulting from this solicitation may be extended to political subdivisions and agencies, resulting potentially in additional business beyond the scope of the contract.

Extensions of contracted laboratory services are subject to the same contract terms, conditions and pricing.

The contractor shall not process state contract orders from unauthorized purchasers.

II. SCOPE OF WORK

1. Collection Sites:

The Contractor shall establish at least one (1), qualified Collection Site in the catchment area for each CA office. The contractor shall instruct all collection site staff and subcontractors involved with the urine specimen in procedures to maintain a legally defensible chain of custody of the specimen. The sites shall be available at least from 8:00 AM to 5:00 PM, during the CA workweek. The contractor will not be expected to provide services on weekends or state holidays. Variations in open and closed hours may be negotiated in written protocols with the local CA office.

2. Urine Sample Transportation:

- A. If the collection site and the test site are not in same location, the Contractor shall provide for the transportation of urine specimen from the collection site to the test site.
- B. Contractor will provide all necessary supplies for sample collection and transportation, which are unique to the service provided. This shall include, but not be limited to, 60 ml wide mouth urine leak proof bottles with re-sealable caps, tamper resistant sealing tapes, specimen tamperproof bag with absorbent pad, transportation containers, labels, and they must include temperature strips. All supplies will be provided at no additional cost to the Department.
- C. All specimens not picked up by courier service shall be submitted to the test site via prepaid mailers. The Contractor shall arrange transportation so that the specimen shall be in transit to the test site no more than two days from the collection sites. If the contractor can demonstrate a special transportation problem from a rural site an exception to the 2-day requirement maybe requested in writing from the CA Contract Manager. The specimen transportation shall conform to all applicable laws and regulations. All specimen transportation will be at no additional cost to the Department.

3. Specimen Collection and Substance Abuse Testing

All collections must be observed. Specimen collections and substance abuse testing must meet all of the related College of American Pathologist (CAP) standards or related standard approved by the Department Program manager.

4. Screen:

The Urinalysis Request Form (Exhibit B) will be used by the Department Social Worker to authorize UA collections, drug screens, and retest. The Contractor may negotiate a different format with the Contract Program Manager. The completed form will indicate which of three (3) drug panels the CA Social Worker wants to purchase. The contractor shall do an Immuno-assay Screen or similar screen (approved by the Contract Program Manager) on all collected urine specimens

5. Confirmation Test and Retesting:

- **Confirmation Test:** All urine specimen that screen positive shall have a confirmation test using Thin Layer Chromatography (TLC) or similar test (approved by the Department Contract Manager). The confirmation test shall be included in the single rate the Department pays the contractor for that drug panel. The authorizing Social Worker must be notified either by telephone or by fax of any positive Confirmation Test. Confirmation test results must be sent to the Department Social Worker within 48 hours of receipt of the specimen.
- **Retest:** The contractor will retest all drug-positive results, which are challenged in writing by the Department Social Worker and approved by a Department Supervisor.

The retest shall utilize a suitable methodology agreed on with the Department Contract Manager. Results of the retest shall be reported to the requesting Department Social Worker within forty-eight (48) hours of the Contractor's receipt of the request, at no additional fee to the Department.

6. Tampering:

All samples will be examined for signs of tampering. If it has been determined that a sample has been tampered with or damaged during transportation, the Contractor will notify the referring Social Worker immediately.

7. Legal Support:

At no additional cost, the Contractor will provide technical expertise and information relating to the Contractor's operations and methods during any legal proceedings at the state's request.

8. Urine Specimen Retention:

Urine specimens which have been confirmed positive will be frozen and retained, for a period not less than 6 months after results have been reported the Department. On written request by the Department, individual specimens shall be frozen and stored until final disposition of any court action.

9. Records:

The Contractor shall maintain a case file on each client served pursuant to this contract. At a minimum, the client record shall contain the following:

- The written service authorization signed by a Department Social Worker and approved by a Department Supervisor.
- Dated copies of all test results and written reports pursuant to the delivery of this service.

10. Reports:

A. Reports at a minimum shall include:

- Source of referral – Social Workers name and CA office.
- Clients name.
- Case Number
- Tests performed, test dates, results, interpretation.
 - a. Interpretations of test results shall:
 - (1) Quantify the results in a way that a layman can understand if the client has been using the drug in question.
 - (2) At no additional cost to the Department, the Contractor shall provide the services of a toxicologist, by telephone, fax, or e-mail to address problems or concerns regarding screen/test results or procedures used by the Contractor.

B. Reports on the screen/test/retest results shall be mailed to the requesting Department Social Worker.

- The report shall be mailed within twenty-four (24) hours of receiving the urine specimen at the Test Center.
- All confirmation results shall be mailed within forty-eight (48) hours of receipt of the specimen.

- Retest results shall be mailed within forty-eight (48) hours of request.

11. Billings:

- A. The Contractor shall batch billings by the month in which the screen/test were conducted. The bills shall be batched by month, CA region, office, authorizing social worker
- B. Billings shall be submitted monthly on a Department Invoice Voucher (A19-1A) form, to the regional business manager for the region where the authorization originated.
- C. The A19-1A shall include:
 - Contract Number
 - CA office from where the referral originated
 - Name of authorizing Social Worker
 - Clients name
 - Case Number
 - Specimen identification number.
 - Date of screen/test.
 - The drug panel that was screened/tested
 - Test Cost

12. CONTRACTOR PERFORMANCE

General Requirements: The state, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the Department Contract Manager.

13. CLIENT ELIGIBILITY

- A. To be eligible for UA services a client must:
 - Arrive at the collection site with a Urinalysis Request Form that has been fully completed and signed by a CA Social Worker and a supervisor.
 - Have Picture ID, or be accompanied by a CA staff member, or be known by the collection site staff.
 - Be with in the time limits stated on the Urinalysis Request form.
- B. In areas where the contractor/collection site has a system for notifying clients to come in for random UA's, they may offer that service to CA Social Workers.
 - The CA Social Worker may provide the collection site staff with up to 10 time limited (30 days) pre-signed Urinalysis Request forms.
 - The forms must all be filled out correctly and be signed by both a CA Social Worker and a Supervisor.
 - The form must be checked that it is for a random UA and must be limited to not more than 30 day from the date of the supervisor's signature.
 - The contractor/collection site will be responsible for notifying the CA client of when they need to come in to make a urine donation.
 - The client must have Picture ID, or be accompanied by a CA staff member, or be known by the collection site staff.

- If the client fails to provide the urine donation within the allotted time the collection site staff shall write across the face of the authorizing Urinalysis Request form, “Failed to appear”, sign, date, and return to the authorizing CA Social Worker.
- The contractor may negotiate changes in this section with the DSHS Contract manager to meet the needs of individual offices and collection sites.

14. TRAINING

The contractor provide training on the collection process and testing to both collection site personnel, CA Staff, and as needed court related people such as local Attorney General staff, judges, commissioners, and defense attorneys.

A. Collection Sites:

The contractor will provide whatever training is necessary to assure that the people taking urine collections know the College of American Pathologists standards or standards agreed on by the Department Program Manager, for collections and how to process them. Training will include the conditions of this contract that relate to collections.

B. CA Staff:

The contractor shall collaborate with the CA contact person from each region to train CA staff on how to use the contract. The training shall include at a minimum the following topics:

- Forms
- Collection process
- Collection safe guards
- Specimen transportation
- Specimen testing
- Conformation testing
- Re-testing
- Test result notification
- Reports
- Test result consultation
- Regional authorization process
- Billing/payment Process

15. ALTERNATIVE PROGRAMS/PRICING

As new testing technology evolves the terms of the contract may be renegotiated to use the new technology where it is an interest CA. The information that is listed there is outside of the scope of the contract resulting from this procurement.

III. CONTRACT AWARD

A multiple vendor contract will be awarded to the Bidders who meets the Service Delivery Requirements and Mandatory Requirements and gains the highest scores when the Proposals is evaluated. This IFB, including all amendments and all information submitted by the successful Bidder will constitute the contract between the successful Bidders and the State of Washington.

A. ESTIMATE OF PURCHASES

It is estimated that the annual value of this contract is \$800,000. The above estimate is based on past usage. The state does not guarantee any minimum purchase. Authorizations will be placed on an as needed basis.

B. PERIOD OF PERFORMANCE

The anticipated start date of the contract resulting from this IFB is April 1, 2003. The contract end date is February 28, 2005. The contract may be extended in one-year increments or portions of the original contract term. Extensions will be subject to mutual agreement. Total contract term may not exceed six (6) years.

C. EXTENSION

DSHS shall notify the Contractor in writing of the State's intent to extend the Contract at least 60-days prior to the expiration of the current term. If the Contractor consents to the extension, it shall sign a contract amendment with DSHS within the time period specified. If the Contractor does not consent, the Contract shall expire according to its terms.

IV. OFF-SITE SPECIMEN COLLECTION FOR URINALYSIS & DRUG TESTING REQUIREMENTS

Bidders must meet the following requirements to be eligible to submit a proposal to this IFB. If your proposal does not meet all eligibility requirements for this IFB, DSHS may consider your proposal non-responsive and withdraw it from consideration at any time.

A. Minimum Qualifications

Any agency submitting a proposal must agree to abide by these minimum program standards:

- No client shall be refused service on the basis of race, creed, national origin, sex, sexual orientation, limited English-speaking ability, or any disability; nor shall any eligible client be refused service on the basis of an inability to pay.
- Agencies competing for these funds shall be accessible for all eligible clients in the catchment areas listed in Exhibit C, regardless of disability, location of residence, cultural background, or primary language.
- Agencies competing for these funds must operate or have a contract with a laboratory that is currently certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) or another national laboratory certification body.
- Agencies competing for these funds shall have or shall arrange for collection sites to serve the catchment area of each CA field office in the state. The collection site staff must be trained how to collect specimens that have not been manipulated by the donor and how to process the samples to maintain a chain of evidence.

B. Required Business License or Certification

Agencies competing must be licensed, or authorized, to do business in Washington State in order to contract with DSHS. For information on a Washington business license (master licensing application), contact the following:

Washington State Department of Licensing
Business License Services
Post Office Box 9034
Olympia, Washington 98507-9034
Telephone: (360) 664-1400

Sub-contractors of the successful bidder must have a Washington State Business License.

V. BIDDING REQUIREMENTS

A. ISSUING OFFICE

This IFB was developed by DSHS, and Children's Administration. All bids must be submitted in accordance with the policies, procedures, requirements, and dates set forth below. **No late bids will be accepted.** An original and five (5) copies of the bid must be submitted by 2:00 p.m., Pacific Time, Tuesday, **February 11, 2003**. The original must be so marked and must contain original signatures. Bids failing to be delivered to the proper address will be eliminated from further consideration. Submit bids to:

Department of Social & Health Services
Office of Purchased Service Contracts
4500 10th Ave. SE
PO Box 45810
Olympia, WA 98504-5810

B. PROCUREMENT SCHEDULE

| | |
|--|-------------------|
| Release of Invitation for Bids | January 6, 2003 |
| Pre-Bid Conference | January 21, 2003 |
| Amendment to IFB from Pre-Bid Conference | January 24, 2003 |
| Opening Bid Date (proposals due) | February 11, 2003 |
| Evaluation of Bids | February 17, 2003 |
| Announcement successful bidders | March 1, 2003 |
| Target Implementation Date | April 1, 2003 |

The CA reserves the right to alter these dates. The bidder must agree to make any facility available to the CA if it is determined that an on-site visit will be beneficial.

C. PRE-BID CONFERENCE

A pre-bid conference will be held on January 21, 2003 from 9:00 am until 11:00 am. at Lacey Government Center. Telephone (360) 413-3000. A parking permit and driving directions are included as Exhibit J.

Responses to all questions from the pre-bid will also be provided via amendment after the pre-bid conference.

The pre-bid conference is not mandatory, but you are encouraged to attend if you have any questions or if you need clarification of any portion of the IFB.

DSHS is not bound by oral responses given at the pre-bid conference.

On or about January 24, 2003, you will receive an amendment that will include answers to questions asked at the pre-bid conference, along with DSHS's answers.

D. COMMUNICATION

The IFB Coordinator is the sole point of contact for this IFB. All communication from the Bidder shall be with:

Janice Huntley, Procurement Officer
Department of Social & Health Services
Office of Purchased Service Contracts
4500 10th Ave. SE
PO Box 45810
Olympia, WA 98504-5810
Telephone: (360) 664-6024
Fax: (360) 664-6183
E-mail: huntljm@dshs.wa.gov

To maintain impartiality and be fair to all interested parties, DSHS/CA staff may work only with the IFB coordinator in answering your questions. Please do not contact other staff directly, as this may disqualify your proposal. You should rely only on written statements between you and the IFB coordinator.

You may contact the IFB Coordinator by telephone or by fax if you have a question on your eligibility to bid, on the procedural requirements for this IFB, or on any instructions in the IFB or in an exhibit.

All other questions should be submitted in writing and will be responded to in writing.

E. SUBMISSION OF PROPOSAL

You must submit your bid/proposal to the Department of Social & Health Services, Office of Purchased Service Contracts (PSC) no later than 2:00 p.m. PT on February 11, 2003.

You may submit your IFB either by mail or by hand delivery. Use the mailing address or hand delivery address provided below. No bid will be accepted by fax. Bids submittals must be clearly identified on the outside of the envelope with the IFB number as well as the due date and time of the response.

Your proposal may be disqualified from consideration if the proposal is received after the deadline.

1. Mailing of Bid

If you mail your bid, the mailing address is:

Department of Social & Health Services

Office of Purchased Service Contracts
PO Box 45810, Olympia, WA 98504-5810

2. Hand Delivery of Bid

If you hand deliver your bid, either yourself or by a delivery service, the delivery address will be:

Department of Social & Health Services
Office of Purchased Service Contracts
4500 10th Ave., SE, Blake Ofc Bldg East
Olympia, WA 98504-5810

****Note:** Be certain to use the street address for delivery of your proposal, if you use a delivery service, and not the post office box address. Hand delivered proposals must be in an envelope with the IFB number and the due date and time clearly shown on the outside.

3. Proposal Format

- Use standard 8.5" x 11" white paper.
- Use at least a 12-point font, with no less than 1" margins.
- Identify the original and each copy of your proposal by including IFB Title ("Offsite Specimen Collection for Urinalysis & Drug Testing") and your name on the front cover of the bid, and on all bid attachments.

4. Contents of Proposal

Your bid must be in the following order:

- a. A signed Offer and Award (Exhibit E);
- b. A completed Debarment Certification (Exhibit F);
- c. A completed Contractor Intake Form (Exhibit G);
- d. A completed Ethics Certification for Current State Employees, if applicable (Exhibit H);
- e. An original and five (5) copies of your written responses to all Proposal Specifications (Exhibit C); and
- f. Any required attachments to your proposal.

5. How to Identify Proprietary Information

Materials submitted in response to this proposal shall become the property of DSHS.

All proposals received shall remain confidential until the contract, if any, resulting from this IFB is signed by DSHS. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records".

Any information in the proposal that the bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the bidder is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

DSHS will consider a bidder's request for exemption from disclosure. However, DSHS will make a decision based on chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The bidder must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected bidder has been given an opportunity to seek a court injunction against the requested disclosure.

6. Bid Opening Information

At the time of bid opening, only the name of the bidder and time of bid receipt will be read aloud. Bid information, including price sheets, will not be available for public disclosure until after award of the contract. All bids submitted, become the property of the State and are a matter of public record.

VI. EVALUATION AND SCORING OF PROPOSALS

Proposals will be administratively screened after they are received. Responsive proposals will be evaluated and scored by evaluators previously selected. Unless otherwise warranted, proposals will be evaluated and scored individually by evaluators. Each proposal will receive a proposal score.

A. INITIAL SCREENING

The Purchasing Contracts Consultant will conduct an administrative screening of all written proposals to verify compliance with IFB instructions and requirements. At this time, any proposal that passes the administrative screening process will go through the Financial Assessment Screening, the company submitting the proposal will be contacted by the DSHS Office of Financial Recovery (OFR). The Purchasing Contracts Consultant may withdraw any non-responsive proposals from further consideration.

B. EVALUATION OF WRITTEN PROPOSALS

DSHS will select evaluators based on their qualifications, experience, and backgrounds relevant to this IFB. The evaluators will review each written proposal and score only the information provided, in accordance with IFB requirements and evaluation criteria.

C. EVALUATION CRITERIA

Evaluators will apply the following criteria in evaluating and scoring your proposal:

- Understanding of project/contract needs and requirements;
- Proposed approach and methodology;
- Your relevant experience;
- Qualifications and experience;
- Extent of qualifications beyond minimum qualifications;
- Your ability and capability to provide the services described in the IFB; and
- Reasonableness of the cost quotations.

D. SCORING OF PROPOSALS

Evaluators will score all responsive proposals and award points up to the maximum points available as follows:

- | | |
|-------------------------|------------|
| • Service Delivery Plan | 115 Points |
| • Qualifications | 35 Points |
| • Cost Quotation | 45 Points |
| • Final Proposal Score | 195 Points |

Your score for the written proposal will be the average of the scores of the evaluators who have reviewed your written proposal.

E. WRITTEN PROPOSAL SCORE

Your written proposal score is the total of all points awarded for your written responses to the Service Delivery Plan, Qualifications, and Cost Quotation.

F. FINAL DETERMINATION OF SCORE & SUCCESSFUL BIDDER (S)

The proposal score is the sum of the points awarded for the written proposal. The Coordinator will notify all bidders in writing who have received final proposal scores that are considered as equivalent scores. If the bidder's final score is within 5% of the apparent successful bidder, then they will be considered equivalent.

DSHS program staff and/or management may conduct a final review of the top scoring proposals, and of the evaluation and scoring of those proposals.

In this final review, DSHS may consider past or current performance of any DSHS contracts by an apparently successful bidder, and any experience of the program or DSHS in working with an apparently successful bidder under any past or current contract with DSHS.

DSHS management shall make the final determination as to which bidder(s) shall be officially selected and announced as the Apparently Successful Bidder(s) under this IFB.

In doing so, DSHS management shall be guided, but not bound, by the scores awarded by the evaluators. Program staff and DSHS management shall determine which proposals reviewed during this final selection process will best meet the needs of DSHS and, specifically, the needs of the Program, as described in this IFB document.

Any bidder who would have been an apparently successful bidder based on the scores awarded by the evaluators, and who is not selected, shall be provided with the reasons for selecting a bidder with a lower final score.

G. NOTIFICATION OF BIDDERS

DSHS will notify all bidders on or about March 1, 2003 of the selection of the Apparently Successful Bidder(s) by written notice to all bidders by fax. All bidders who have submitted proposals will be notified as soon as possible when the selection of the Apparently Successful Bidder has been determined.

VII. GENERAL INFORMATION

A. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning a client obtained in providing service under this contract shall be subject to Chapter 42.17 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. The Contractor and its employees/staff may use personal information and other information gained by reason of this Contract only for purposes of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law.

B. INSPECTION REQUIREMENTS

For six (6) years from the date of service, or longer if required specifically by law, the Contractor shall keep complete and accurate medical and fiscal records that fully justify and disclose the extent of the services or items furnished and claims submitted to the department. The Contractor shall make available upon request appropriate documentation, including client records, supporting material and any information regarding payments claimed by the Contractor, for review by the professional staff within DSHS or the Secretary of the U.S. Department of Health and Human Services. The Contractor understands that failure to submit or failure to retain adequate documentation for services billed to the department may result in recovery of payments and may result in the termination or suspension of the Contractor.

C. AUDIT or INVESTIGATION

Audits or investigations may be conducted to determine compliance with the rules and regulations of the program. If an audit or investigation is initiated, the Contractor shall retain all original records and supportive materials until the audit is completed and all issues are resolved, even if the period of retention extends beyond the required 6-year period.

D. IFB AMENDMENTS

DSHS may, at any time before execution of a contract, amend all or any portion of this IFB. DSHS will notify you of any IFB amendments. If there is any conflict between amendments or between an amendment and the IFB, whichever document was issued last in time shall be controlling.

E. RETRACTION OF THIS IFB

DSHS is not obligated to contract for the services specified in this IFB. DSHS reserves the right to retract this IFB in whole, or in part, and at any time without penalty.

F. MOST FAVORABLE PRICES AND TERMS

The bidder represents that all prices, terms, and benefits offered are equal to or better than the equivalent prices, terms, and benefits being offered by Bidder to any other State or local government unit or commercial customer. Bid prices shall include all associated costs and remain firm for ninety calendar days after bid opening date.

DSHS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the bidder could propose. There will be no best and final offer procedure. DSHS reserves the right to contact a bidder for clarification of its proposal.

The Contract may incorporate some or the bidder's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to DSHS.

G. NONRESPONSIVE PROPOSALS

DSHS may reject your proposal as nonresponsive for any of the following reasons:

- Incomplete proposal;
- Submission of alternative proposals;
- Failure to comply with any part of this IFB; or
- Submission of incorrect, misleading, or false information.

H. MINOR IRREGULARITIES

DSHS may waive minor irregularities related to any proposal.

I. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- Applicable federal, state, and local law and regulations;
- The terms and conditions of this Contract; and
- Any exhibit, document, or material incorporated by reference.

J. COST OF PROPOSAL PREPARATION

DSHS will not reimburse you for the costs associated with preparing and/or presenting any proposal for this IFB.

K. RISK OF LOSS

Regardless of delivery point, Contractor agrees to bear all risks of loss, or destruction of prescription drugs/supplies ordered which occur prior to delivery and acceptance.

L. PAYMENT

Any bid that requires payment in less than thirty (30) calendar days will not be considered. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages, or expenses of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

Payment for services rendered shall be made by warrant issued from the Washington State Treasury and redeemable in U.S. dollars. The state's sole responsibility shall be to issue this warrant. Any bank or transaction fees or similar costs associated with currency exchange procedures shall be fully assumed by the contractor.

M. OWNERSHIP OF MATERIAL

Materials created by the Contractor and paid for by DSHS as part of this Contract shall be owned by DSHS and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books, documents, pamphlets, reports, surveys, tapes, forms, and/or training materials. The Contractor owns material which the Contractor uses to

perform this Contract, but which is not created for or paid for by DSHS, however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

N. GOVERNING LAW AND VENUE

Applicable provision of federal and Washington State law govern this IFB and shall govern development, submittal, and evaluation of all proposals received in response to this IFB. Lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. Any claims and disputes related to this IFB shall be resolved in accordance with the applicable provisions of federal and Washington State law. Any legal action taken in relation to this IFB, or a contract resulting from this IFB, shall be filed in Thurston County Superior Court.

O. AMERICANS WITH DISABILITIES ACT (ADA)

DSHS complies with the ADA. Bidders may contact the IFB Coordinator to receive this IFB in an alternative format.

P. REQUIRED LICENSE

During the term of any contract awarded, the Contractor shall be licensed, certified, or registered as required by State and/or Federal law. The Contractor will notify CA within seven (7) days of learning of any adverse action initiated against the license, certification, or registration of the Contractor or any of its officers, agents, or employees.

Q. RESTRICTIONS FOR CURRENT OR FORMER STATE EMPLOYEES

RCW 42.52 and DSHS policy restrict DSHS's ability to contract with current or former state employees or with their employers.

If you are a current or former state employee, or if any of your employees, members, partners, officers, or directors is a current or former state employee, you should review RCW 42.52, Ethics in Public Service, or seek legal advice to determine whether RCW 42.52 may preclude you from contracting with DSHS.

If DSHS is not able to contract with you under RCW 42.52, then you will not be eligible to submit a proposal in response to this IFB.

R. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) DATA, SECURITY AND PRIVACY COMPLIANCE

DSHS is a "covered entity" for purposes of HIPAA and shall be required to comply with data, security and privacy standards promulgated by CMS. The Contractor shall cooperate with DSHS in testing and implementing data standards and transaction requirements as may be required to achieve compliance with HIPAA requirements. Contractor agrees to perform the work and deliverables in compliance with HIPAA. This contract may be amended to include additional terms and conditions related to HIPAA compliance.

S. SAFETY AND HEALTH REQUIREMENTS

Contractor warrants that in the performance of Services under the Contract Contractor shall comply with all applicable State and federal health and safety standards, including but not limited to, those established by the federal and State Occupational Safety and Health Administrations (OSHA and OROSHA), and the State Workers' Compensation Division.

T. SURVIVABILITY

The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration or termination of this Contract shall so survive. Surviving terms include but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination and Expiration Procedure, Treatment of Assets Purchased by Contractor, and Treatment of DSHS Assets.

U. TERMINATION DUE TO CHANGE IN FUNDING

If the funds DSHS relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

V. INSURANCE CLAUSE

1. General Requirements

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

2. Specific Requirements

(A). Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

(B) Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another

assumed in a business contract), and contain separation of insureds (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

- General Aggregate Limits (other than products-completed operations) \$2,000,000
 - * Products-Completed Operations Aggregate \$2,000,000
 - * Personal and Advertising Injury Aggregate \$1,000,000
- Each Occurrence (applies to all of the above) \$1,000,000
- Fire Damage Limit (per occurrence) \$ 50,000
- Medical Expense Limit (any one person) \$ 5,000

- (C) Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (D) Additional Provisions: Above insurance policies shall include the following provisions:

1. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy (ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy (ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy (ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

2. Identification: Policy (ies) and Certificates of Insurance must reference the state's bid/contract number.

3. Insurance Carrier Rating: an insurance company authorized to do business within the State of Washington shall issue the insurance required above. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by General Administration's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
4. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

VIII. PROPOSAL SPECIFICATIONS

Please submit written responses with bid proposal

Proposal Submission Format

Each section must be addressed to demonstrate a bidders qualification to fulfill the proposed services. Bidders are responsible for ensuring that the proposal is complete. Incomplete or vague responses will be considered non-responsive and may be rejected. Please submit a written response to each item with your bid proposal. Please number and title each response to correspond to the list below.

1. Letter of Submittal

An original letter of submittal must accompany bidder proposals. The original letter of submittal must be signed and dated by a person authorized to legally bind the bidder's company to a contractual relationship.

2. References

Bidders shall furnish a minimum of five (5) references for which the bidder has delivered goods or services on a contract similar in scope to that described in this IFB for Proposals. Bidders must provide reference information in the format described in *Exhibit C*. State of Washington personnel will verify references.

As part of the reference Bidders are further required to provide information about user references that include; duration of contracts, dollar value of contracts, volume of testing, methods of testing utilized, timeliness of reporting test results, customer satisfactions, and unit costs for the screens provided.

3. Experience

The bidder shall provide a detailed narrative addressing their credentials, role of staff performing the requirements of this contract and length of time with the company. Information should include, but not necessarily be limited to the subjects listed below:

- a. Current volume of all services provided.
- b. Any required accommodations necessary to meet Washington State requirements.
- c. Bidders company description; length of time in business, testing methodologies uses and for which substances, current customers and length of time services have been provided to them
- d. Staff credentials and time employed; training, education, and credential of lab staff, supervisors and administrators.
- e. Laboratory certification; include a copy of the most recent evaluations/audits/certifications and their findings.
- f. Narrative demonstrating experience at adapting and adjusting services to meet changing and varied needs of end users.

4. Customer Service

Bidder shall provide a detailed narrative addressing the items listed below.

- a. Customer service practices and philosophy.
- b. The ability to deliver service under a contract resulting from this IFB.

- c. Details on sample transportation, to include chain of custody and turn around time for reporting sample results.
- d. Other services/programs available.
- e. Number of additional drugs for which testing may be performed.
- f. Telephone support: Toll free number, hours available, and type of service(s) available at the toll free number.
- g. Legal support: Documentation to show that in previous court cases reagents and equipment used was sufficient for forensic purposes.
- h. Describe the process to assure the integrity of samples and procedures regarding questionable samples.
- i. Bidder shall submit a listing of all labs and locations that will be used to fulfill the requirements of this contract. Further, the Bidder shall define any advantages to the state as a result of users the Bidder's services.

5. Transition Plan and Training

- a. The bidder shall fully describe the transition plan required if awarded this contract. Plan must include, but not limited to training, distribution of supplies and forms for end users, as well as timeline relative to a start up date of April 1, 2003.
- b. Bidder shall submit a copy of their training materials.

6. Alternative Testing Options

The State of Washington is seeking cost effective alternative testing options that would possibly reduce the cost of drug testing as well as provide the necessary results and reporting requirements. Bidders are encouraged to offer alternate testing options programs in addition to bids, which meet the specifications contained in this IFB. If Bidder submits alternate testing options in addition to its bid response, Bidder should fully describe the alternate testing options and related costs as well as data management, evaluation support and cost benefits. During the period of the awarded contract the state reserves the right to negotiate the use of alternative testing technologies.

7. Methods of Analysis

- a. Bidders are to provide a detailed description that explains in layperson's terms the process(es) and method(s) of analysis used, why it (they) is(are) state of the art and why it(they) is(are) the best option(s) for purchasers. Include scientific documentation to support your response. If Bidder is utilizing kits, Bidder is to describe how the kits are being used to the manufacturer's specifications.
- b. If Bidder is submitting a response that varies from any of the specifications noted herein, Bidder to fully describe deviations.
- c. Bidder is to describe how Bidder's laboratory will determine and report the difference between prescribed narcotics and illicit drugs of similar molecular makeup detected in the sample.
- d. Bidder is to explain how pH, creatinine and nitrites found in the samples can be interpreted to provide insight on the integrity of the sample. Denote normal ranges for pH,
- e. Creatinine, and nitrite levels and what are acceptable levels for a valid specimen.
- f. Bidder is to describe in detail the criteria for specimen rejection and the handling of rejected specimens as well as reporting requirements.
- g. Describe the Quality Control procedures that your laboratory business follows.

8. Chain Of Custody and Tampering

Contractor will be required to provide a secure chain of custody for handling and processing of specimens. Procedures should be such that they will be acceptable by a court of law. Bidders are to provide information describing protocol and processes to be utilized to assure secure chain of custody procedures. Information shall include, but not be limited to, whether or not procedures

have been found to be acceptable in a court of law; and the processes utilized for questionable or tampered specimens. Bidders are to include a sample of proposed forms and logs including chain of custody.

9. Test Results Reporting Requirements

Bidders are to describe how reports will be issued to purchasers of this contract and the timeliness/turnaround for how quickly purchasers will receive confirmation and presumptive.

Price Proposal Requirements And An Attachment For Outlining Price Quotations For Children's Administration.

Bidders, at a minimum shall provide pricing for testing shown on page one of the Price sheets (*Exhibit A*). Additionally, if Bidders submit testing options, those prices should be included on (*Exhibit A*) where indicated.

EXHIBIT- A**PRICING DETAIL PART 1**

PART 1: For pricing comparison purposes, at a minimum, Bidders are required to include pricing for the following: (The bidder may offer revised versions of the 3 screens below)

| Item | DESCRIPTION | UNIT PRICE | EXTENDED PRICING |
|------|---|--|--|
| 1. | FOUR SCREEN DRUG TESTING- Amph/Amphetamine, Cocaine, Opiates, THC20 or 50w/quant (Marijuana). (Including specimen collection and confirmation test.) | \$ _____ Per test | \$ _____ |
| 2. | SEVEN SCREEN DRUG TESTING – Amph/Amphetamine, Barbiturates, Benzodiazepines, Cocaine, Ethanol (alcohol), Opiates, THC20 or 50w/quant (Marijuana). (Including specimen collection and confirmation test.) | \$ _____ Per test | \$ _____ |
| 3. | ELEVEN SCREEN DRUG TEST – Amph/Amphetamine, Barbiturates, Benzodiazepines, Cocaine, Ethanol (alcohol), Methadone, Methaqualone, Opiates, PCP (Phencyclidine), Propoxyphene, THC20 or 50w/quant (Marijuana). (Including specimen collection and confirmation test.) | \$ _____ Per test | \$ _____ |
| | | | |
| 4. | OTHER TESTING SCREENS FOR OTHER END USERS OF THIS CONTRACT (Confirmations not included): <ul style="list-style-type: none"> ▪ ONE DRUG SCREEN ▪ TWO DRUGSCREEN ▪ THREE DRUG SCREEN ▪ FOUR DRUG SCREEN ▪ FIVE DRUG SCREEN ▪ SIX DRUG SCREEN ▪ SEVEN DRUG SCREEN | \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ | \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ |

PRICING DETAIL PART 2 (exhibit A con't)

PART 2: Alternative Programs/Pricing

As new offsite testing technology evolves the terms of the contract may be renegotiated to use the new technology where it is in the interest of DSHS. The information that is listed there is outside of the scope of the contract resulting from this procurement.

Proposes should use this section to describe alternative testing technology along with proposed benefits and unit process for each method listed.

| ITEM | DESCRIPTION | PRICE |
|------|-------------|-------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Division of Children and Family Services
URINALYSIS AUTHORIZATION

Social Worker: _____

Telephone: () _____ **Fax:** () _____ **E-mail:** _____ @dshs.wa.gov

Address: _____

Client: _____ **Case Number:** _____

Service to be paid by: DSHS ☐ **Client:** ☐ **Insurance:** ☐ **Other** ☐ _____

| Screen/Test Requested | | | |
|--------------------------|------------------------|--|---------|
| | Test | For | Price |
| <input type="checkbox"/> | 4 Drug | Ampht/Methamphetamine. Cocaine, Opiates, THC20 or 50w/quant (Marijuana). | \$00.00 |
| <input type="checkbox"/> | 7 Drug | Ampht/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Ethanol (alcohol), Opiates, THC20 or 50w/quant (Marijuana), | \$00.00 |
| <input type="checkbox"/> | 11 Drug | Ampht/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Ethanol (alcohol), Methadone, Methaqualone, Opiates, PCP (Phencyclidine), Propoxyphene, THC20 or 50w/quant (Marijuana), | \$00.00 |
| <input type="checkbox"/> | Re-Confirmation | To re-confirm the confirmation test. | \$00.00 |

Medication bring taken by client: _____

Comments or special instructions: _____

Requesting Social Worker's Signature

Date

Authorizing Supervisor's Signature

Date

I understand that I am being referred for a urinalysis, and that within 24 hours I must call the collection site for an appointment.

Client's Signature

Time

Date

EXHIBIT- C**REFERENCE FORM #1**

Names of references for which contracts were/are held in the furnishing of OFFSITE DRUG TESTING.

| | | | |
|----|-----------------|--|--|
| 1. | Company Name: | | Description of services provided (correctional, adult/juvenile methadone treatment, employee, etc.), scope, type of testing, length of time providing services and dollar value: |
| | Contact Person: | | |
| | Telephone: | | |
| | E-mail address: | | |
| | Address: | | |

REFERENCE FORM #2

Names of references for which contracts were/are held in the furnishing of OFFSITE DRUG TESTING.

| | | | |
|----|-----------------|--|--|
| 1. | Company Name: | | Description of services provided (correctional, adult/juvenile methadone treatment, employee, etc.), scope, type of testing, length of time providing services and dollar value: |
| | Contact Person: | | |
| | Telephone: | | |
| | E-mail address: | | |
| | Address: | | |

REFERENCE FORM #3

Names of references for which contracts were/are held in the furnishing of OFFSITE DRUG TESTING.

| | | | |
|----|-----------------|--|--|
| 1. | Company Name: | | Description of services provided (correctional, adult/juvenile methadone treatment, employee, etc.), scope, type of testing, length of time providing services and dollar value: |
| | Contact Person: | | |
| | Telephone: | | |
| | E-mail address: | | |
| | Address: | | |

REFERENCE FORM #4**Names of references for which contracts were/are held in the furnishing of OFFSITE DRUG TESTING.**

| | | | |
|----|-----------------|--|--|
| 1. | Company Name: | | Description of services provided (correctional, adult/juvenile methadone treatment, employee, etc.), scope, type of testing, length of time providing services and dollar value: |
| | Contact Person: | | |
| | Telephone: | | |
| | E-mail address: | | |
| | Address: | | |

REFERENCE FORM #5**Names of references for which contracts were/are held in the furnishing of OFFSITE DRUG TESTING.**

| | | | |
|----|-----------------|--|--|
| 1. | Company Name: | | Description of services provided (correctional, adult/juvenile methadone treatment, employee, etc.), scope, type of testing, length of time providing services and dollar value: |
| | Contact Person: | | |
| | Telephone: | | |
| | E-mail address: | | |
| | Address: | | |

EXHIBIT- D**FIELD OFFICES BY REGION****REGION 1 FIELD OFFICES**

| | | | | | |
|----------------------|------------------|-----------------------|--------------------|------------------|-----------------------|
| Colfax Office | Reception | (509) 397-4433 | Omak Office | Reception | (509) 846-2010 |
| 418 S. Main, Ste 2 | Toll Free | (800) 642-5179 | 130 S. Main | Toll Free | (800) 869-4018 |
| P.O. Box 31 | Fax | (509) 397-4583 | P.O. Box 3729 | Fax | (509) 826-7440 |
| Colfax WA 99111 | TDD | (509) 397-4433 | Omak, WA 98841 | TDD | (509) 846-2010 |
| MS: B38-2 | | | MS: B24-2 | | |

| | | | | | |
|------------------------|------------------|-----------------------|--------------------|------------------|-----------------------|
| Colville Office | Reception | (509) 685-5660 | Republic | Reception | (509) 775-2298 |
| 1100 S. Main | Toll Free | (800) 544-0543 | 147 N. Clark | Toll Free | No |
| P.O. Box 537 | Fax | (509) 685-5666 | P.O. Box 1037 | Fax | No |
| Colville, WA 99114 | TDD | (509) 846-2010 | Republic, WA 98841 | TDD | No |
| MS: B33-4 | | | MS: L10-3 | | |

| | | | | | |
|----------------------------|------------------|-----------------------|--------------------------------|------------------|-----------------------|
| Moses Lake Office | Reception | (509) 764-5757 | Spokane Office | Reception | (509) 363-3500 |
| 1620 S. Pioneer Way, Ste A | Toll Free | (800) 749-5965 | 1313 N. Atlantic St., Ste 2000 | Toll Free | (800) 557-9671 |
| P.O. Box 31 | Fax | (509) 764-5685 | | Fax | (509) 363-4605 |
| Moses Lake, WA 99111 | TDD | (509) 764-5742 | Spokane, WA 99201 | TDD | (509) 363-3567 |
| MS: B13-3 | | | MS: B32-21 | | |

| | | | | | |
|-----------------------|------------------|-----------------------|-------------------------|------------------|-----------------------|
| Newport Office | Reception | (509) 447-4803 | Wenatchee Office | Reception | (509) 662-0561 |
| 1600 W. First Street | Toll Free | (800) 473-6022 | 805 S. Mission | Toll Free | (800) 243-8881 |
| P.O. Box 570 | Fax | (509) 447-5256 | P.O. Box 3088 | Fax | (509) 664-6358 |
| Newport, WA 99111 | TDD | No | Wenatchee, WA 98807 | TDD | (509) 662-0561 |
| MS: B26-3 | | | MS: B4-2 | | |

REGION 2 FIELD OFFICES

| | | | | | |
|----------------------------|------------------|-----------------------|--------------------------|------------------|-----------------------|
| Clarkson Office | Reception | (509) 751-4666 | Tri Cities Office | Reception | (509) 737-2800 |
| 525 5 th Street | Fax | (509) 758-4588 | 1661 Fowler | Fax | (509) 734-7199 |
| | TDD | (509) 751-4666 | | TDD | (509) 737-2819 |
| Clarkston, WA 99403 | | | Richland, WA 99352 | | |
| MS: B2-2 | | | MS: B3-2 | | |

| | | | | | |
|--------------------------|------------------|-----------------------|------------------------|------------------|-----------------------|
| Ellensburg Office | Reception | (509) 962-7740 | Walla Walla Ofc | Reception | (509) 527-4525 |
| 521 Mountain View | Fax | (509) 962-7758 | 206 W. Poplar | Fax | (509) 527-4655 |
| P.O. Box 366 | TDD | (509) 962-7740 | | TDD | (509) 527-4525 |
| Ellensburg, WA 98926 | | | Walla Walla, WA 99362 | | |
| MS: B19-2 | | | MS: B36-3 | | |

| | | | | | |
|-------------------------------------|------------------|-----------------------|--|------------------|-----------------------|
| Sunnyside Office | Reception | (509) 839-2752 | Yakima Office | Reception | (509) 225-6500 |
| 2010 Yakima Valley Highway, Ste F-2 | Fax | (509) 839-2661 | 1002 N. 16 th Ave., 3 rd FLR | Fax | (509) 454-4137 |
| P.O. Box 999 | TDD | (509) 839-2752 | P.O. Box 12500 | TDD | (509) 225-6557 |
| Sunnyside, WA 98944 | | | Yakima, WA 98909 | | |
| MS: B54-3 | | | MS: B39-12 | | |
| | | | | | |

| | | | | | |
|---------------------|------------------|-----------------------|--------------------------|------------------|-----------------------|
| White Salmon | Reception | (509) 493-4814 | Goldendale Office | Reception | (509) 773-5460 |
| 221 N. Main | Fax | (509) 493-8371 | 808 South Columbus St. | Fax | (509) 773-6070 |
| PO Box 129 | TDD | N/A | PO Box 185 | TDD | (509) 773-4123 |
| White Salmon, | WA 98672 | | | | |
| MS: B20-3 | | | | | |

| | | | | | |
|-------------------------------|------------------|-----------------------|--|--|--|
| Toppenish Office | Reception | (509) 865-1450 | | | |
| 4 East 3 rd Avenue | Fax | (509) 865-4616 | | | |
| P.O. Box 1128 | TDD | (509) 865-1450 | | | |
| Toppenish, WA 98948 | | | | | |
| MS: B50-2 | | | | | |

REGION 3 FIELD OFFICES

| | | | | | |
|--------------------------|------------------|-----------------------|--------------------------------|------------------|-----------------------|
| Bellingham Office | Reception | (360) 647-6100 | Mount Vernon | Reception | (360) 416-7200 |
| 1720 Ellis Street | Fax | (360) 738-6275 | 900 East College Way, Ste. 200 | Fax | (360) 416-7202 |
| Bellingham, WA 98227 | TDD | (360) 738-6276 | Mount Vernon, WA 98273 | TDD | (360) 416-7222 |
| | | | | | |
| MS: N/A | | | MS: N/A | | |

| | | | | | |
|-----------------------|------------------|-----------------------|--------------------------|------------------|-----------------------|
| Everett Office | Reception | (425) 339-4768 | Oak Harbor | Reception | (360) 679-6643 |
| 840 North Broadway | Fax | (425) 339-1945 | 569 West Technical Drive | Fax | (360) 697-1831 |
| Bldg. A, Suite 240 | Admin. Fax | (425) 339-1868 | Oak Harbor, WA | TDD | (360) 679-0673 |
| Everett, WA 98201 | TDD | (425) 258-4244 | 98277 | | |
| MS: N31-10 | | | MS: N/A | | |

| | | | | | |
|-------------------------------------|------------------|-----------------------|-------------------|------------------|-----------------------|
| Friday Harbor | Reception | (360) 378-3283 | Sky Valley | Reception | (360) 805-2100 |
| 55 2 nd Street, Ste. 101 | Fax | (360) 378-3271 | 769 Village Way | Fax | (360) 794-1309 |
| PO Box 1215 | TDD | (360) 378-4098 | Monroe, WA | TDD | (360) 794-6471 |
| Friday Harbor, WA 98250 | | | 98272 | | |
| MS: N/A | | | MS: N/A | | |

| | | | | | |
|----------------------------------|------------------|-----------------------|---|------------------|-----------------------|
| Lynwood Office | Reception | (425) 673-3100 | Smokey Point | Reception | (360) 651-6900 |
| 20311 52 nd Ave. West | Fax | (425) 673-3101 | 3906 172 nd St. NE, Ste. 200 | Fax | (360) 651-6969 |
| PO Box 97012 | TDD | (425) 673-3102 | Arlington, WA 98223-7736 | TDD | (360) 653-0582 |
| Lynnwood, WA 98046-9712 | | | | | |
| MS: N52-2 | | | MS: N/A | | |

Region 4 Field Offices

| | | | | | |
|-----------------------|------------------|-----------------------|------------------------------------|------------------|-----------------------|
| King Eastside | Reception | (425) 649-4103 | Seattle Central Lanes Bldg. | Toll Free | (800) 379-3757 |
| 14360 SE Eastgate Way | Fax | (425) 649-4169 | 2809 26 th Avenue South | Fax | (206) 721-6971 |
| Bellevue, WA 98007 | Admin. Fax | (425) 649-4251 | Seattle, WA | Admin. Fax | (206) 721-6544 |
| | TDD | (425) 649-4105 | 98144 | TDD | (206) 721-6981 |
| MS: N40-4 | | | MS: N56-1 | | |

| | | | | | |
|----------------------------|------------------|-----------------------|----------------------------------|------------------|-----------------------|
| King South Office | Reception | (253) 872-6001 | Seattle North Lanes Bldg. | Toll Free | (800) 379-3395 |
| 1313 West Meeker, Ste. 102 | Fax | (253) 872-2727 | 2809 26 th Ave S. | Fax | (206) 721-6971 |
| Kent, WA 98032 | TDD | (253) 872-6302 | Seattle, WA 98144 | Admin. Fax | (206) 721-6976 |
| | | (253) 872-2799 | | TDD | (206) 721-6981 |
| MS: N43-4 | | | MS: N56-1 | | |

| | | | | | |
|--------------------------------|------------------|-----------------------|----------------------------------|------------------|-----------------------|
| Seattle Regional Office | Reception | (206) 325-2100 | Seattle South Lanes Bldg. | Toll Free | (800) 379-4139 |
| 400 Mercer St., Ste. 500 | Fax | (206) 281-6292 | 2809 26 th Ave. S. | Fax | (206) 721-6979 |
| Seattle, WA 98109 | TDD | (206) 281-6288 | Seattle, WA 98144 | Admin. Fax | (206) 721-6503 |
| | | | | TDD | (206) 721-6981 |
| MS: N17-21 | | | MS: N56-1 | | |

Lanes Building

| | | | | | |
|--|------------------|-----------------------|-----|------------------|--|
| African-American Children's Sec. Lanes Building | Reception | (206) 721-6500 | | Reception | |
| 2809 26 th Ave. South | Fax | (206) 721-6979 | | Fax | |
| Seattle, WA 98144 | Admin. Fax | (206) 721-6903 | | TDD | |
| | TDD | (206) 721-6981 | | | |
| MS: N56-1 | | | MS: | | |

Region 5 Field Offices

| | | | | | |
|------------------------------------|------------------|-----------------------|-------------------------|------------------|-----------------------|
| Bremerton Office | Toll Free | (800) 423-6246 | Tacoma Office | Reception | (253) 983-6212 |
| 3423 6 th St., Ste. 217 | Fax | (360) 475-3688 | 1949 South State Street | Fax | (253) 983-6201 |
| Bremerton, WA | Admin. Fax | (360) 475-3655 | Tacoma, WA | Admin. Fax | (253) 983-2773 |
| 98312 | TDD | (360) 475-3584 | 98405 | TDD | (253) 983-2856 |
| MS: W18-3 | | | MS: N27-1 | | |

Region 6 Field Offices

| | | | | | |
|---------------------------|------------------|-----------------------|-----------------------------|------------------|-----------------------|
| Aberdeen Office | Reception | (360) 537-4300 | Olympia Office | Reception | (360) 725-6700 |
| 415 West Wishkah Ste. B-2 | Fax | (360) 533-9236 | 6860 Capitol Blvd., Bldg. 2 | Fax | (360) 664-0744 |
| PO Box 570 | TDD | (360) 533-7536 | PO Box 45715 | TDD | (360) 664-8486 |
| Aberdeen, WA 98250 | | | Tumwater, WA 98504-5715 | | |
| MS: W14-4 | | | MS: 45715 | | |

| | | | | | |
|-------------------------|------------------|-----------------------|----------------------------|------------------|-----------------------|
| Centralia Office | Reception | (360) 807-7081 | Port Angeles | Reception | (360) 565-2240 |
| 3401 Galvin Road | Fax | (360) 330-7536 | 201 West First St., Ste. 2 | Fax | (360) 417-1440 |
| PO Box 839 | TDD Relay | (800) 833-6388 | Port Angeles, | | (360) 417-5661 |
| Centralia, WA 98531 | | (206) 587-5500 | WA 98362 | TDD | (360) 565-2249 |
| MS: S21-2 | | | MS: B5-2 | | |

| | | | | | |
|----------------------------|------------------|-----------------------|-------------------------|------------------|-----------------------|
| Forks Office | Reception | (360) 374-5478 | Port Townsend | Reception | (360) 379-4330 |
| 421 5 th Avenue | Fax | (360) 374-4076 | 623 Sheridan | | (360) 379-4339 |
| Forks, WA 98331 | TDD | (Same as above) | PO Box 554 | Fax | (360) 379-5040 |
| | | | Port Townsend, WA 98368 | TDD | (360) 379-5038 |
| MS: B64-3 | | | MS: N/A | | |

| | | | | | |
|-------------------------|------------------|-----------------------|----------------------------------|------------------|-----------------------|
| | | | Shelton Office | Reception | (360) 432-2050 |
| | | | 2505 Olympic Hwy. N. Ste. 440 | Fax | (360) 432-5052 |
| | | | PO Box 1127 | TDD | (360) 432-2063 |
| | | | Shelton, WA 98584 | | |
| | | | MS: W23-4 | | |
| Kelso Office | Reception | (360) 501-2600 | South Bend | Reception | (360) 875-4200 |
| 711 Vine | Fax | (360) 577-2382 | 307 East Robert Bush Drive | Fax | (360) 875-6598 |
| PO Box 330 | TDD | (360) 577-2380 | PO Box 87 | TDD | (360) 875-6361 |
| Kelso, WA 98626 | | | South Bend, WA 98586 | | |
| MS: S8-6 | | | MS: W25-3 | | |
| Long Beach | Reception | (360) 642-6200 | Stevenson | Reception | (509) 427-2300 |
| 2601 Pacific Ave. NE | Fax | (360) 642-5208 | 266 SW 2 nd St. | Fax | (509) 427-2309 |
| PO Box 429 | TDD | (360) 647-9472 | PO Box 1127 | TDD | N/A |
| Long Beach, WA 98613 | | | Stevenson, WA 98648 | | |
| MS: B71-02 | | | MS: B30-2 | | |
| Vancouver Office | Reception | (360) 993-7900 | White Salmon | Reception | (509) 493-4814 |
| 907 Harney Street | Fax | (360) 690-7152 | 221 N. Main | Fax | (509) 493-8371 |
| PO Box 9809 | TDD | (360) 696-6787 | PO Box 129 | TDD | N/A |
| Vancouver, WA 98666 | -8809 | | White Salmon, | WA 98672 | |
| MS: S6-7 | | | MS: B20-3 | | |

EXHIBIT- E**OFFER AND AWARD**

Bidders are required to read and understand all information contained within this entire bid package. There are some standard documents, which are referred to in this bid package that are not automatically printed or sent out with this bid. For example, Competitive Procurement Standards (Standard Terms and Conditions, Instructions to Bidders, Definitions) are binding terms of this contract. It is important that you read and understand these documents. These documents are available on the General Administration website at <http://www.ga.wa.gov/pca/cps.htm>. If you do not have Internet access, you may contact the IFB Coordinator (Procurement Officer) to obtain copies of any and all documents contained in this bid package.

STANDARD DEFINITIONS *revised 6/17/02***STANDARD INSTRUCTIONS FOR BIDDERS** *revised 7/8/02***STANDARD TERMS AND CONDITIONS** *revised 6/17/02*

Bidder further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments. Submitting this document with an authorized signature constitutes complete understanding and compliance with the terms and conditions and certifies that all-necessary facilities or personnel are available and established at the time of bid submittal.

(Company Name)

(Typed or Printed Name)

(Address)

(Title)

(City)

(State)

(Zip)

(Phone/Fax No.)

(Federal Tax Identification Number)

(Bidder's Signature)

(Date)

CONTRACT AWARD

(For State of Washington Use Only)

A contract is hereby awarded between the above company and the State of Washington, Office of Purchased Service Contracts, to be effective, Year _____. This is a Partial/Total award for _____.

Authorized Signatures

(DSHS IFB Coordinator)

(Date)

(DSHS Project Manager)

(Date)

EXHIBIT- F**DEBARMENT CERTIFICATION**

| | | |
|---|---|---|
| NAME | Doing business as (DBA) | |
| ADDRESS | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | FEDERAL EMPLOYER IDENTIFICATION NUMBER |
| This certification is submitted as part of a request to contract. The applicable Procurement or Solicitation Number, if any, is _____. | | |

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bidder or Contractor Signature

Date

Print Name and Title



CONTRACTOR INTAKE FORM

This form is *NOT* a contract but must be completed by the Contractor in order to receive a contract from DSHS.

| (1) 1. CONTRACTOR INFORMATION. | |
|--|--|
| (2) CONTRACTOR NAME | CONTRACTOR DBA (If any) |
| CONTRACTOR CONTACT PERSON | CONTACT PERSON PHONE |
| CONTRACTOR ADDRESS _____ _____ | CONTRACTOR PHONE _____ CONTRACTOR FAX _____ CONTRACTOR E-MAIL ADDRESS _____ |
| FACILITY ADDRESS (If Applicable) _____ _____ | BILLING ADDRESS (If Applicable) _____ _____ |
| What is your business Employer Identification Number (EIN)? If you do not have an EIN, what is your Social Security Number? <i>(Mandatory, for tax purposes)</i> | Is your fiscal year the same as the calendar year (January through December)? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, what is your fiscal year? Start: _____ End: _____ |
| What is your Washington State Uniform Business Identifier (UBI) Number? <i>(Please attach a copy of your Washington State business license.)</i> | If you do not have a UBI Number, state why you are exempt from registering your business with the State of Washington. |
| Have you had any contract to provide services terminated for default? If so, please attach a list of each terminated contract with an explanation of the situation involved. | |
| 2. How is your business organized? (See instruction page for explanation of terms). <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Sole Proprietor</div> <div style="width: 50%;"><input type="checkbox"/> Corporation, for profit</div> <div style="width: 50%;"><input type="checkbox"/> Corporation, non-profit (attach copy of 501(c) status)</div> <div style="width: 50%;"><input type="checkbox"/> Governmental Entity</div> <div style="width: 50%;"><input type="checkbox"/> General Partnership</div> <div style="width: 50%;"><input type="checkbox"/> Limited Partnership</div> <div style="width: 50%;"><input type="checkbox"/> Limited Liability Partnership</div> <div style="width: 50%;"><input type="checkbox"/> Limited Liability Company</div> </div> | |
| 3. Do any of the following descriptions apply to your business? If so, please check those that apply. <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Certified, for profit Minority-Owned Business Enterprise (MBE) <i>Certification Number:</i> _____ </div> <div style="width: 50%;"> <input type="checkbox"/> Certified, for profit Woman-Owned Business Enterprise (WBE) <i>Certification Number:</i> _____ </div> <div style="width: 50%;"> <input type="checkbox"/> Non-certified, for profit Minority-Owned Business Enterprise (MBE) </div> <div style="width: 50%;"> <input type="checkbox"/> Non-certified, for profit Woman-Owned Business Enterprise (WBE) </div> <div style="width: 50%;"> <input type="checkbox"/> Community-Based Organization (CBO) (25% of the Board of Directors of the CBO are minorities representing the population whom the CBO serves) </div> <div style="width: 50%;"> <input type="checkbox"/> Owned by person(s) with disabilities </div> <div style="width: 50%;"> <input type="checkbox"/> None of the above apply </div> </div> | |

CONTRACTOR INTAKE FORM (Continued)

4. If your business is NOT a sole proprietorship, please attach a list of your business' partners, directors, officers, managers, and members. Include their names and positions.

Are any of those persons also officers or employees of the State of Washington? ☐ YES ☐ NO

If **YES**, those persons who are also officers or employees of the State of Washington must complete the attached Ethics Certification form. Their completed Ethics Certification forms must be submitted with this Contractor Intake Form.

5. **If you are a sole proprietor, are you an officer or employee of the State of Washington?**

☐ YES ☐ NO

If YES, and if your contract was not awarded as part of an open and competitive bid process OR if the process was open and competitive and the only bid received was from you, then you must obtain approval from the Executive Ethics Board prior to signing your contract with DSHS. RCW 42.52.120(2)(b) and (c). Contact the Executive Ethics Board at (360) 664-0871 or by e-mail at ethics@atg.wa.gov. Check whichever of the following boxes applies:

☐ I am a state officer or employee. My contract was obtained, as part of an open and competitive bid process and my bid was not the only bid received.

☐ I am a state officer or employee. **My contract was not obtained through an open and competitive bid process OR my bid was the only one received.** A copy of my Executive Ethics Board approval is attached.

Note regarding honoraria: Current state officers and employees contracting with DSHS for a speech, appearance, article, or similar item or activity in connection with their official role may be exempt from obtaining Executive Ethics Board approval if the payment is not prohibited under RCW 42.52.130(2). Contact your DSHS program representative for clarification.

6. If any of your employees are also officers or employees of the State of Washington, will those employees perform work that your business is required to perform under your contracts with DSHS?

☐ YES ☐ NO

If YES, attach a list of those employees who are also officers or employees of the State of Washington and will be performing work that your business is required to perform under your contracts with DSHS. In addition, those employees must complete the attached Ethics Certification form. Their completed Ethics Certification forms must be submitted with this Contractor Intake Form.

7. **Completion of the following information is optional.**

Please indicate your race or culture. Check only one group. If you are of more than one race, please check "Other Race."

☐ Indian (American) ☐ Eskimo ☐ Aleut
☐ Asian Indian ☐ Cambodian ☐ Chinese ☐ Filipino ☐ Guamanian ☐ Hawaiian
☐ Japanese ☐ Korean ☐ Laotian ☐ Samoan ☐ Vietnamese ☐ Other Asian/Pacific Islander
☐ Black/African-American ☐ White/Caucasian ☐ Other Race _____

Are you Spanish, Hispanic, or Latino (a)? If yes, please check one box below.

☐ Mexican, Mexican-American, or Chicano ☐ Puerto Rican ☐ Cuban
☐ Other Spanish/Hispanic/Latino (a)

8. **I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify DSHS of any changes in any statement.**

Printed Name

Date

Contractor's Signature

Date

EXHIBIT- H**ETHICS CERTIFICATION FOR CURRENT STATE EMPLOYEES**

| | |
|-------------------------------------|--------------------------------------|
| CONTRACTOR NAME | SERVICES THE CONTRACTOR WILL PROVIDE |
| CURRENT STATE OFFICER/EMPLOYEE NAME | CURRENT STATE EMPLOYER |
| TITLE OF YOUR STATE JOB | |

I hereby certify that the following statements are true:

I am a current employee, member, manager, officer, director, and/or partner of the above-named contractor;

My role with the above-named contractor is not in conflict with the proper discharge of my official duties as a state officer or employee.

AND ONE OF THE FOLLOWING IS ALSO TRUE:

1. I will not receive any thing of economic value under the contract as defined in RCW 42.52.010 (20);

OR

2. I have complied with RCW 42.52.030 (2);

OR

3. I meet all of the following conditions:

- a. The contract is genuine and I will actually perform work under the contract.
- b. Performance of the contract is not within the course of my actual duties or under my direct supervision in my capacity as a state officer or employee.
- c. Performance of the contract will not require me to reveal any confidential information or cause me to violate any state agency rules pertaining to outside employment.
- d. The contract is neither performed for nor compensated by someone from whom I am prohibited from accepting a gift (those prohibited gift givers include all persons who are regulated by DSHS).
- e. The contract is not one expressly created or authorized by me in my official capacity as a state officer or employee.

I certify, under penalty of perjury as provided by the laws of the State of Washington, that the statements made in this Ethics Certification are true and correct, and that I will notify DSHS of any changes in any statement.

| | |
|----------------------------------|-------|
| State Officer/Employee Signature | Date |
| Printed Name | Title |

DOCUMENT SUBMITTAL CHECKLIST

Listed below are the documents that must be submitted for this IFB and subsequent Contract.

Contents of Proposal:

- A signed Offer and Award (Exhibit D),
- A completed Debarment Certification (Exhibit E)
- A completed Contractor Intake Form (Exhibit F)
- A completed Ethics Certification for Current State Employees, if applicable (Exhibit G)
- An original and five (5) copies of your written responses to all Proposal Specifications,
- Any required attachments to your proposal.

Documents needed from Successful Bidder (Contractor):

- Certificate of Insurance – within fifteen (15) calendar days of notice of award.

LACEY CENTER STATE OFFICES
SHORT-TERM VISITOR
PARKING PASS

The Lacey Center State Offices have a **Parking Management Plan** that determines where employees and visitors may park their vehicles.

Visitors are required to place a Visitor Parking Pass on their vehicle's dashboard. For this short-term visit, (two hours or less) please park in the following area:

Parking in the Lacey Center State Offices is limited. Visitors are encouraged to use alternative transportation options, such as carpooling or riding the bus.

(Fold and place this side facing out on dashboard)

ZONE 3

| |
|--|
| <p>Valid Only On <u>01-21-2003</u></p> <p>FROM: <u>8:00am</u> TO: <u>12:00pm</u></p> |
|--|

This Parking Pass does not guarantee a parking space. Parking is available on a first come-first served basis.

Directions to Lacey Government Center
1009 College St. SE
Lacey, WA 98503

From North of Olympia:

1. Begin on I-5 heading south
2. Take Exit 109 and make a right at the light onto Martin Way
3. Make a left at the next light onto College Street
4. Continue about a mile and make a right onto Pacific Ave.
5. Make a right onto Alhadeff Lane (just past the Mayan Restaurant)
6. Proceed past the expresso stand on the left and make a right into the parking lot in front of the two story gray building that is the Lacey Government Center.

From South of Olympia:

1. Begin on I-5 heading north
2. Take the College Street Exit 108 and make a right at the light onto College Street
3. Continue about $\frac{3}{4}$ of a mile and turn right onto Pacific Ave.
4. Make a right onto Alhadeff Lane (just past the Mayan Restaurant)
5. Proceed past the expresso stand on the left and make a right into the parking lot in front of the two story gray building that is the Lacey Government Center.

**Invitation for Bid (IFB)
No. 120902**

**Department of Social and Health Services
Children's Administration
Invitation for Bid
For
Offsite Specimen Collection
for
Urinalysis & Drug Testing**



PART TWO

- I. Standard Definitions**
- II. Standard Instructions to Bidders**
- III. Standard Terms and Conditions**

**Department of Social & Health Services
Janice Huntley, Procurement Officer
Telephone: (360) 664-6024
Fax: (360) 664-6183
E-mail: huntljm@dshs.wa.gov**

I. STANDARD DEFINITIONS
Revised 6/17/02

This section contains definitions of some of the terms commonly used in our competitive procurements.

Additional definitions in WAC-236-48-003

1. ALTERNATE

Goods or services that deviate with respect to features, performance, or use from the goods or services specified in the procurement document.

2. BID

A written offer to perform a contract to provide goods or services to the State in response to an IFB.

3. BIDDER

A supplier who submits a bid to the State of Washington.

4. CONTRACT

An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.

5. CONTRACTOR

An individual, company, corporation, firm, or combination thereof with whom the State of Washington develops a contract for the procurement of goods or services.

6. CONTRACTOR'S REPRESENTATIVE

An individual designated by the bidder or Contractor to act on its behalf and with the authority to legally bind the bidder or Contractor concerning the terms and conditions set forth in bid and contract documents.

7. CONVENIENCE CONTRACT

A contract is established strictly to facilitate ordering without conducting repetitive solicitations. Purchasers have the option to purchase elsewhere.

8. EQUAL

Goods or services that meet or exceed the quality, performance, and use of the brand, model, or specifications in the procurement document.

9. MANDATORY CONTRACT

A contract which state agencies, excluding colleges and universities, must use for the purchase of goods or services specified in the contract; colleges and universities who choose to purchase under RCW 28B.10.029 are not required to use this contract. They may use this contract at their convenience. State agencies do not have to use the contract if:

- Purchases are made under RCW 43.19.190(2).
- RCW 43.19.190(2). OSP has authorized agencies to purchase goods or services on state contract from non-contract suppliers, Per Section 3, Paragraph 39.
- The minimum order quantity specified in the contract exceeds the agency's needs.
- The contractor cannot deliver required goods or services in time to meet agency needs.

10. NONPROFIT CORPORATIONS

An organization meeting all of the following qualifications:

1. Registration with the Secretary of State in the State of Washington as a Nonprofit Corporation;
2. Has Federal Tax Status as a 501(C) 3 Nonprofit Corporation;
3. Is receiving a portion of its funding directly from public agencies, either Federal, State of Washington, or Political Subdivisions of the State of Washington.

11. PURCHASER

Unless otherwise restricted by the Invitation for bid, includes all members of the State of Washington State Purchasing Cooperative (WSPC) and/or State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) including where applicable: State agencies, Political subdivisions of Washington or Oregon states, Qualified Non-profit Corporations, Institutions of higher education (e.g. College and Universities, Community and Technical Colleges) who choose not to purchase independently under RCW 23.B.10.029.

12. STATE AGENCY

State Institutions, colleges, community colleges, technical colleges, college districts, and universities, the offices of the elective state officers, the supreme court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state.

13. STATE PROCUREMENT OFFICER (SPO)

An individual designated by the State of Washington, Department of Social & Health Services, Office of Legal Affairs to act on behalf of the state to develop and administer contracts within the limits established by law.

14. SUPPLIER

A business that provides or furnishes goods, materials, or services.

15. SUBCONTRACTOR:

A person or business who is providing or performing an essential aspect of the contract under the direction of the contractor.

II. STANDARD INSTRUCTIONS TO BIDDERS

Revised 7/8/02

This section contains instructions regarding the preparation and submission of bids, proposals, or quotations.

1. BIDDER'S RESPONSIBILITIES

- A. Read and understand the IFB, RFQ, RFP, and all attachments.
- B. Seek clarifications if necessary.
- C. Become familiar with, and abide by, applicable federal laws, state and local statutes, regulations, and ordinances.
- D. Visit delivery and service locations as required. Become familiar with and verify any environmental factors that may impact current or future pricing.

2. QUESTIONS & INQUIRIES

All questions related to the IFB, RFQ, or RFP, shall be directed to the SPO. Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Questions received less than ten (10) calendar days prior to bid opening may not be considered. Only questions answered by written amendment are binding. Oral interpretations have no legal effect.

3. PREPARATION OF BID

- A. Due Date and Time: Original, signed, sealed bids must be received at the specified location on or before the specified date and time. Late bids will be returned unopened.
- B. Format: Bids shall be submitted on the forms provided in the IFB, RFQ, or RFP, which may be copied. Bids must be typewritten or in ink and signed in ink by the contractor's authorized representative. Incomplete or unsigned bids will be rejected with consideration of alternate action available per WAC 236-48-071. Electronically submitted bids will not be accepted.

Note: In a joint effort to save costs, reduce waste and produce energy savings, Proposers are encouraged to use double-sided printing and recyclable materials. Proposers are highly encouraged to refrain from submitting IFB/RFP responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

- C. Prices: Bidders shall extend unit pricing as required. In the event of an error in the extension of prices, the unit price shall prevail. Bid prices shall include all associated costs and remain firm for ninety calendar days after bid opening date. Bid prices shall not include sales tax.
- D. Identification: Bid(s) must be submitted in a sealed envelope, addressed as shown below:

| | |
|------------------------|--|
| Bidders Return Address | Department of Social & Health Services |
| | Office of Legal Affairs,Purchased Service Contracts |
| Bid Number: | 4500 10 th Ave SE, Blake Office Building East |
| Opening Date: | PO Box 45810 |
| SPO Name | Olympia WA 98504-5810 |

4. WITHDRAWAL OR MODIFICATION OF BID

- A. Prior to submittal: Bid changes or modifications shall be initialed in ink by a contractor's representative.
- B. After submittal: At any time prior to the date and time set for opening, the bidder may, upon written request, modify or withdraw the bid.
- C. After bid opening: No bid shall be altered or amended. The Director or designee may allow a bid to be withdrawn if the bidder demonstrates that they miscalculated bid prices. A low bidder, who claims error and fails to enter into a contract with the state, shall be prohibited from bidding on the same commodity or service if the requirement is subsequently rebid by the state. Negligence in preparing a bid does not give a bidder the right to withdraw their bid after opening.

5. BID OPENING

Only the name of the bidder and the time of receipt are read aloud at the time of the bid opening. The reading does not determine award of the contract. All bids submitted become the property of the State and is a matter of public record.

6. AWARD

Upon award, notification will be sent to all participating bidders. Additional information may be obtained by reviewing the purchase/contract file after award. Bid results will not be given over the phone.

When award notification is made available, bidders may choose to:

- Download the Current Contract Information document (CCI) from OSP's website or (see note below);
- Schedule an appointment to review files or;
- Forward a Request for Public Record to obtain information regarding unsuccessful bidders.

7. CONTRACT FORMATION

Your bid response to the IFB, RFQ, or RFP, is an offer to contract with the state. A bid response becomes a contract when officially accepted in writing by the state.

8. INTERNET BIDDERS

If you received a copy of this bid through the Internet, please note that the system is designed to keep track of businesses that have received a specific document. Therefore, it is also the bidder's responsibility to check the Internet page for amendment, or modifications prior to submitting a bid or proposal. The state accepts no liability and will provide no accommodation to bidders who fail to check for amendment and submit inadequate or incorrect responses. Bidders should be sure to check the Amendment last issued field or contact the SPO to ensure they have the most recent information.

9. AFFIRMATIVE EFFORTS TO INCREASE PARTICIPATION BY MWBE'S

A. Mandatory Efforts Bidders/Proposers shall:

1. Provide MWBE's that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.

B. Voluntary Efforts Bidders/Proposers/Contractors are encouraged to:

1. Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by MWBE's and other small businesses.
2. Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBE's and other small businesses.
3. Reduce bonding requirements where practicable.
4. Utilize the services of available minority community organizations, minority contractor groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of MWBE's and other small businesses.
5. Advertise for subcontractors or suppliers in a manner reasonably designed to provide MWBE's capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisements or by soliciting bids/proposals directly from MWBE's.

The actions described in this section should supplement efforts to provide information to all qualified firms, and nothing in this section is intended to prevent or discourage the Bidders/Proposers/Contractors from inviting bids or proposals for participation from non-MWBE firms as well as MWBE firms.

III. STANDARD TERMS AND CONDITIONS (T's & C's) Revised 12/10/02

The terms and conditions in this section apply to all invitations to bid and requests for proposals and requests for quotations except as noted.

1. ENTIRE AGREEMENT

This document, including all amendment and subsequently issued change notices, comprises the entire agreement between the State Of Washington and the Contractor and shall be governed by the laws of the State Of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State Of Washington, County of Thurston. The state reserves the right to reject bids that propose alternate or additional terms and conditions.

11. CONFLICT AND SEVERABILITY

Conflict: In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the state maximum benefits.

Severability: Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

3. ANTITRUST

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Contractor hereby assigns to the state any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to the state under an escalation clause.

4. NONDISCRIMINATION

A. Employment:

Acceptance of this contract binds the Contractor to the Terms and Conditions of Section 601, Title VI, Civil Rights Act of 1964, as may be amended: In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Unless exempted by Presidential Executive Order #11246, as may be amended or replaced and applicable regulations there under, Contractor shall not discriminate against any employee or applicant for employment.

B. Contracting:

Contractors, Bidders, and Proposers shall not create barriers to open and fair opportunities for all businesses including MWBE's to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental, or physical disability in an otherwise qualified disabled person.

5. WORKERS RIGHT TO KNOW

Recently passed "right to know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this IFB, RFQ, or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:

- The identity of the hazardous material,
- Appropriate hazardous warnings, and
- Name and address of the chemical manufacturer, importer, or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment-pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in

lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

6. GIFTS AND GRATUITIES

In accordance with RCW 43.19.1937 and 1939 and RCW 42.52.150 and 160, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business practices to another to refrain from submitting a proposal. Further RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW prohibits state officers or employees from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

7. RIGHTS AND REMEDIES

In the event of any claim for default or breach of contract, no provision in this document or in the bidder's offer shall be construed, expressly or by implication, as a waiver by the state of any existing or future right and/or remedy available by law. Failure of the state to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of the contract.

8. INSTATE PREFERENCE-RECIPROCITY (This paragraph does not apply to request's for quotation's)

Pursuant to RCW 43.19.700-704 and WAC 236-48-085 the Department of General Administration has established a schedule of penalties applicable against firms submitting bids from states which grant a preference to their own in-state businesses. The penalties are listed below and apply only to bids received from the following states:

| State | Tie-Bid Preference | Preference (%) | Scope of Preference and Conditions |
|------------|---|--|---|
| Alabama | Yes | Yes | The awarding authority may award a contract to a "preferred vendor" if the vendor was a responsible bidder and offers a price not more than five percent greater than the low responsible bid. |
| Alaska | No | 5% 10% 7% 3-7% | 5% applies to State purchases from Alaskan vendors. When Request for Proposals (RFPs) are used a qualifying Alaskan bidder shall have their proposed cost reduced by 5%. Also, an evaluation factor of at least 10% of the value of the rating system or weight must be assigned to proposals of qualified Alaskan bidders. 7% applies to agricultural and fisheries products produced or harvested in the State, including timber and lumber, and products manufactured from timber and lumber harvested in the State. 3-7% applies to products produced in-state on value added basis. |
| Arkansas | No | 15% | 15% preference against out-of-state prison industry bids. |
| California | Yes "In case of the bid between a Small Business and a Disabled Veteran Business Enterprise (DVBE). The award goes to the DVBE." | 5% of lowest BB net bid price when SB is not lowest bidder | Small Business Maximum Amount Allowed Per Bid: \$50,000 California is applicable only to small business firms certified for preference by the State of California and located in distressed areas and enterprise zones. Bidders from California must indicate on their bid whether certified as a small business under California Code, Title 2, and Section 1892.121. |
| Colorado | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |

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| Connecticut | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Delaware | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Florida | Yes | 5% | 5% price preference to a responsible bidder who has certified that the products or material are made or materials recovered in this State. |
| Georgia | Yes | None | Tie bid preference shall be given to compost and mulch made in the State of Georgia from organics which are source separated from the state's non-hazardous solid waste stream. |
| Hawaii | Yes | Class-I -3% Class II -5% ClassIII-10% 15% 4% 5% | Preference applies to State and counties for commodities produced manufactured, grown, mined, or excavated in Hawaii in value as follows: 3% for Class I Products (i.e. 25% or more, but less than 50% value added in-state); 5% for Class II Products. (i.e. 50% or more, but less than 75% value added in-state); and 10% for Class III Products (i.e. 75% or more value added in the State). Printing, binding, and stationary work Tax Preference. Preference to ensure fair competition for bidders paying the Hawaii general excise and applicable use tax. Qualified Community Rehabilitation Programs. Preference for qualified community rehabilitation programs located in Hawaii. |
| Idaho | Yes | 10% Printing | In tie-bid situation, preference shall be given only to products of local and domestic production and manufacture or Idaho domiciled bidders. |
| Illinois | Yes | 10% Illinois Coal | In the case of a tie bid between an Illinois vendor and a out-of-state vendor, the Illinois vendor shall be given preference over the out-of -state vendor. Additionally, a 10% preference is given for use of Illinois coal. |
| Indiana | No | 15% Small Business | An Indiana Small Business Preference of fifteen percent (15%) may be applied for evaluation purposes. |
| Iowa | No | 5% Coal | |
| Kansas | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Kentucky | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Louisiana | Yes | 10% | 10% preference applies to State for commodities, produced, manufactured, assembled, grown or harvested in Louisiana. |
| Maine | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Maryland | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Massachusetts | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Michigan | Yes | Yes | All printing is set aside for Michigan printers only. |
| Minnesota | No | Yes | "All all-terrain vehicles purchased by the commissioner (of natural resources) must be manufactured in the state of Minnesota." |

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| Mississippi | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Missouri | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Montana | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Nebraska | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Nevada | Yes | 10% | Up to 10% preference for recycled products manufactured within the State of Nevada. |
| New Mexico | Yes | 5% | The bidder who offers materials grown, produced, processed or manufactured wholly in New Mexico gets a 5% preference when bidding against any business offering goods not made in New Mexico. |
| New York | Yes | 5% | Preference applies to State for Purchase of food products, the essential components of which are grown, produced or harvested in New York or where the processing facility is located in New York. |
| | | 5% | An additional 5% preference may be granted if at least 50% of the secondary materials utilized in manufacture of that product are generated from the waste stream in New York State. |
| North Carolina | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| North Dakota | Yes | Printing and Highway Grade Stakes | "Where practicable, all state, county, and other political subdivision public printing, binding, and blank book manufacturing, blanks, and other printed stationery, must be done in North Dakota. The Office of Management and Budget or North Dakota Department of Transportation must award contracts for highway grade stakes to work activity centers, unless no work activity center bids on the contract." |
| Ohio | No | 5% | The preference applies to purchases of supplies, services and spot purchases of printed goods. For major term contracts of printed goods, printing must be completed within the state of Ohio. |
| Oregon | Yes | Printing | All printing is set aside for Oregon printers unless In-State printers are unable to supply. |
| Pennsylvania | Yes | Coal | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Rhode Island | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| South Carolina | Yes | 7% | In-State preference for procurements: This in-state preference does not apply to: (a) when price of a single unit involved is more than \$30,000; (c) requests for proposals; (d) awards less than \$10,000 Made In-State : End products made, manufactured or grown in South Carolina shall be procured unless the cost is 7% higher than end products made, manufactured or grown in other U.S. states or foreign countries or territories. |
| South Dakota | Yes | 5% to | Tie bids from in-state and out of state vendors shall be awarded to |

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| | | Grade A milk processors only. | the in-state vendor. |
| Tennessee | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Texas | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Utah | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Vermont | Yes | None | Tie bids from in-state and out of state vendors shall be awarded to the in-state vendor. |
| Virginia | Yes | 4% Coal | Coal mined in Virginia gets a 4% preference. |
| West Virginia | No | Up to 2-1/2 or 5% | (A). Preference applies to all purchases of commodities and services, excluding construction to individual resident vendor who has resided in West Virginia continuously for 4 years immediately preceding the date for bid submission, or a business entity which has maintained its headquarters or principal place of business within West Virginia continuously for 4 years immediately preceding the date of bid submission, written claim preference is required if vendor's bid does not exceed the lowest qualified bid from a non-resident vendor by more than 2-1/2% of latter bid. |
| Wyoming | Yes | 5% Commodities 10% Printing | For printing, 10% preference is granted if 75% of the work is done in-state. |

The appropriate percentage penalty will be added to each bid bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State bidders.

This action will be used only for bid analysis and award. In no instances shall the increase be paid to a supplier whose bid is accepted.

9. PROTESTS

Protests shall be filed and resolved in accordance with Washington Administrative Code (WAC) 236-48-141 through 143. Protests filed prior to award are to be addressed to the SPO in charge of the bid.

Protests filed after the award, and in accordance with above referenced WAC, are to be addressed to the Assistant Director, Office of State Procurement. Consistent with that WAC, should the Assistant Director, as a result of the protest review process, decide, "that the award should not have been made, he/she shall notify the bidder who received the award of his/her intent to cancel the award and the reasons therefore." If an award is cancelled as a result of a protest filed after award, the state shall not be liable to the awardee for, and the awardee shall not claim against the state, any alleged (a) bid preparation charges, (b) cost incurred to ensure that the awardees bid is responsive, (c) claims for anticipated lost profits, or (d) claims for damages.

10. SAVE HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify, defend, and save harmless the state, agencies of the state, and all officers and employees of the state, from and against any and all claims for injuries or death, including claims by Contractor's employees, or for damages arising out of, resulting from, or incident to Contractor's performance or failure to perform the contract, or for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered. Contractor's obligation to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent negligence of the state or its

agencies, employees, and officers. Contractor waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the state and its agencies, officers, or employees.

11. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

12. SUPERVISION AND COORDINATION

Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate in its bid to the state, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
- Promote and offer to Purchasers only those materials, equipment, and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

13. ADVERTISING

Contractor shall not advertise or publish information concerning this contract in any form or media without prior written consent from the SPO.

14. SUBCONTRACTS/ASSIGNMENT

Contractor shall not subcontract or assign its obligations under this contract without the prior written consent of the SPO. The Contractor shall be responsible to ensure that all requirements of the contract shall flow down to any and all subcontractors.

15. TAXES, FEES AND LICENSES

Taxes: Where required by state statute or regulation, contractor shall pay for and maintain in current status and all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate. Sales tax shall not be included in bid pricing submitted.

Fees/Licenses: Prior to bid opening the Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this contract.

Customs/Brokerage Fees: To be considered responsive, bid must include ALL customs duties, brokerage or import fees where applicable. Contractor shall take all-necessary actions to ensure that materials or equipment purchased are expedited through customs. Failure to do so may subject contractor to liquidated damages as identified in this document and/or to other administrative actions considered appropriate.

20. WARRANTIES

Product: Contractor warrants that all materials, equipment, and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the state shall not alter or affect the obligations of the Contractor or the rights of the state.

Price: Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

Date Compliance: Contractor warrants fault free performance in the processing of date and date related data including, but not limited to calculation, comparing, and sequencing by all Equipment and Software provided pursuant to this Contract, individually and in combination, when used in accordance with the product documentation provided by the Contractor. Fault free performance shall include the manipulation of this data when dates are in the 20th or 21st centuries and shall be transparent to the user.

21. LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, or services shall be free of all liens, claims, or encumbrances of any kind and if the state requests, a formal release of same shall be delivered to the state.

20. TITLE AND RISK OF LOSS

Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

21. PERFORMANCE

Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

24. INVOICING

Contractor shall provide an original and two (2) copies of invoices. Each invoice shall be submitted as required by the contract and shall reference the contract and field order or purchase order number. Invoices shall be properly annotated with applicable prompt payment discount(s).

25. PAYMENT

Payment will be made by the state agency or political subdivision indicated on ordering document. Any bid that requires payment in less than thirty (30) calendar days need not be considered. Qualifying prompt payment discount will be considered in determining the apparent lowest responsible and responsive bid. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Under "Chapter 39.76 RCW," if purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

Payment for materials or equipment received or for services rendered shall be made by warrant issued from the Washington State Treasury and redeemable in U.S. dollars. Unless otherwise indicated, the state's sole responsibility shall be to issue this warrant. Any bank or transaction fees or similar costs associated with currency exchange procedures shall be fully assumed by the contractor.

26. QUALITY STANDARDS

Product or service specifications herein are intended solely to clearly describe type and quality and not to be restrictive. Trade reference specifications describe the type product thus far found to best meet agency functional requirements and provide the most economical use life under agency use situations. So as not to misrepresent the requirements herein, brands other than those specified will therefore be considered on the basis of whether at least equal in quality/performance. Failure to submit with bid complete documentation sufficient to establish products bid as at least equal may be grounds for rejection. By submitting bid, bidder expressly warrants product bid as at least equal in quality and performance. The state's acceptance of a product bid as an "equal" is conditioned on the state's inspection and testing after receipt. If, in the sole judgment of the state, the item is determined not to be an equal, the bid may be rejected or the product returned at bidder's expense and/or the contract canceled without any liability whatsoever to the state. Any bid containing a brand that is not of equal quality, performance or use specified must be represented as an "alternate" and not as an "equal"; failure to do so shall be sufficient reason to consider the bid non-responsive.

27. DETERMINATION OF RESPONSIBILITY

- A. During bid evaluation, the state reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include, but not be limited to, financial statements, credit ratings, references, record of past performance, on-site inspection of bidder's, or bidder's subcontractor's facilities. Failure to respond to said request(s) will be sufficient reason to consider the bid non-responsive.
- B. During the contract term, should the contractor be determined to be in violation of federal, state, or local laws or regulations, the state reserves the right to modify its initial determination of responsibility at the time of award and to take other action as determined appropriate, including but not limited to termination of the contract.

28. AWARD FACTORS

- A. Criteria: State contracts shall be awarded to the lowest responsible and responsive bidder subject to the preferences provided by law. Award criteria shall include all factors identified in RCW 43.19.1911 and the contractual requirements provided herein. No MWBE preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis.

- B. Rights Reserved subject to the provisions of RCW 43.19.1911, the state reserves the right to:
1. Waive any informality.
 2. Reject any or all bids, or portions thereof. WAC 236-48-094 allows the state to "accept any portion of the items bid" unless the bidder stipulates all or nothing on the bid.
 3. Reissue an IFB, RFQ, or RFP, or negotiate under provisions outlined therein.
 4. Award on an all or none consolidated basis taking into consideration reduction in administrative costs as well as unit bid prices.

29. SUPPLIER REGISTRATION

Prior to award of a contract, any unregistered bidder may be required to complete a Supplier Registration Packet for placement on the state's supplier list.

30. CHANGES

No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the SPO as evidenced by issuance by the state of a contract change notice.

31. ADDITIONS OR DELETIONS

The state reserves the right to add or delete items, agencies, or locations, as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the SPO.

32. CONTRACT SUSPENSION

The state may at any time and without cause, suspend the contract or any portion thereof, for a period of not more than thirty (30) calendar days, by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from the state.

33. BREACH, DEFAULT, TERMINATION

- A. Breach: A breach of a term or condition of the contract shall mean any one or more of the following events: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract signed by the state; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in the state's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination, in the state's sole opinion renders the Contractor unable to perform any aspect of the contract.
- B. Default: A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.
- C. Termination for Convenience: The state may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Contractor. Termination charges shall not apply unless they are subsequently agreed upon by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Contractor prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.
- D. Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or of the Contractor's suppliers or subcontractors, the state shall be entitled, by written or oral notice, to cancel and/or terminate this contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against Contractor by reason of the Contractor's breach as provided by law.
- E. Termination by Mutual Agreement: The state or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with thirty (30) calendar days written notice from one party to the other.
- F. Sanctions: Any violations of the mandatory provisions of this contract shall be a material breach of contract for which the contractor may be subject to a requirement of specific performance, or damages and sanctions provided by contract, or by applicable laws.

34. OPPORTUNITY TO CURE DEFAULT

- A. Events: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the state may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. The state is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the state. The state may terminate the contract for nonperformance, breach, or default without allowing the opportunity to cure by the Contractor.
- B. Remedies: If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the state may do one or more of the following:
 - 1. Exercise any remedy provided by law.
 - 2. Terminate this contract and any related contracts or portions thereof.
 - 3. Impose liquidated damages.
 - 4. Suspend Contractor from receiving future Invitations for Bid.

35. LEGAL FEES

The Contractor covenants and agrees that in the event suit is instituted by the purchaser for any nonperformance, breach or default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

36. FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The state reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the state.

37. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as condition for receiving an award, and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE at 360-753-9693 to obtain information on certified firms for potential subcontracting arrangements.

38. ESTABLISHED BUSINESS

To be considered responsive, contractor must, prior to commencing performance, or prior to that time if required by law or regulation (reference WAC Chapter 18.27), be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation. All bidders must have Federal Tax Identifier Number as required by IRS regulations and Uniform Business Identifier Number required by Department of Revenue (800) 647-7706. Questions regarding specific licenses should be directed to Department of Licensing at (360) 664-1400.

The state reserves the right to require proof of said requirements including business references within ten (10) calendar days from the date of request.

39. LOWEST COST PURCHASE AUTHORITY (THIS PARAGRAPH APPLIES ONLY TO MANDATORY USE TERM CONTRACTS)

This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7): which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers, provided that an agency subsequently notifies the Office of Purchased Service Contracts, Procurement Officer that the pricing is less costly for such goods or services than the price from the state contractor.

If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity by the state agency to at least meet the non-contractor's price. If the state contractor cannot meet the price, then the state agency shall purchase the item(s) from the non-contract supplier, document the transactions on the appropriate form developed by OSP and forwarded to the SPO administering the state contract.

If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.